

SEIU 2018 – 2021
ARTICLE CHANGES
WITH
STRIKETHROUGHS
AND
UNDERScores

ARTICLE 1: PREAMBLE

This Agreement is entered into by the City of Riviera Beach, Florida, hereinafter referred to as the "City" and the Service Employees International Union, hereinafter referred to as the "Union."¹

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and meaningful labor relations for the mutual benefit of the City of Riviera Beach in its capacity as an Employer, the Employees, and the citizens of the City of Riviera Beach.

The parties recognize that the best interest of the community and the job security of the employees of the City depend upon the City's success in establishing and maintaining, effective, proper, and superior service to the community.

¹ The parties acknowledged that they were not able to complete negotiation for a successor agreement to the expired October 1, 2014 through September 30, 2017 date. The parties maintained the status quo in the hiatus period between the contract's expiration date, September 30, 2017, and the ratification of the new Agreement, that is to say, they maintained the same wages, hours, and terms and conditions of employment for the represented bargaining unit.

ARTICLE 21: WAGES

Section 1:

Effective on April 1, 2018, following ratification by both parties, all bargaining unit employees, receive a twelve percent (12%) increase in base wages on the first full payroll period up to the maximum of the pay range for the position held by the employee. For those bargaining unit employees, who are at the maximum of the pay band, they will receive a lump sum 12% increase. Effective March 31, 2019 and March 29, 2020, Years 2 and 3, all bargaining unit employees will receive a two percent 2% increase in pay. For those bargaining unit employees, who are at the maximum of the pay band, they will receive a lump sum 2% increase in Years 2 and 3.

In the first full pay period, following the ratification of this agreement by the parties, employees will individually receive a one-time \$500 payment.

Employees will be evaluated during the three-year Agreement term.

Employees shall be provided a copy of their job competencies.

If an employee receives an unsatisfactory evaluation rating, the employee shall set forth, in writing, the specific reasons for the objections, along with documentation to the Department head within five (5) working days, from the date the employee received the evaluator's denial of the employee's objection of the satisfactory rating. The Department head may take one of the following three (3) actions:

- (1) Advise the supervisor to change the evaluation to a higher score.
- (2) Reject the employee's appeal.

ARTICLE 21: WAGGE (continued):

- (3) Schedule a meeting with the employee and the evaluator to present their respective arguments.

The following procedure will be adhered to for presentation of the party's respective position. The presentation will be limited to one (1) hour of discussion. A decision will be rendered at the conclusion on the presentation. A Union representative may be present to assist in the presentation. The decision of the Department head shall be final on the performance evaluation and shall not be grievable to arbitration.

Section 2:

Any further pay increases are subject to the parties agreeing to same and if no agreement is reached, the employees' salaries will remain frozen until a new agreement is reached.

Section 3. Pay days will be bi-weekly on Friday. Bi-weekly is defined as every two (2) weeks. In the event pay day falls on a holiday, the City shall have the discretion to pay employees

ARTICLE 22: SAFETY AND HEALTH

Section 1. Departmental Management will make every reasonable effort to provide and maintain safe working conditions. To this end the Union will cooperate and encourage the employee to work in a safe manner. A Safety Committee will be established and comprised of one (1) person from each of the following areas: City Hall, Water/Sewer, Public Works, and Parks and Recreation, Police and Marina. The Committee will meet on a regular basis with the Risk Manager for the purpose of reviewing and reporting unsafe working conditions as reported to the Committee.

Section 2. The City of Riviera Beach will provide proper and necessary safety equipment and devices for employees engaged in work where such special equipment, including safety shoes, and devices are necessary. Such equipment and devices, where provided, must be used and replaced by the City when worn out. If lost or stolen, employees will have the cost of replacement deducted from pay. Employees who report to work without proper safety equipment will be sent home without pay.

a) Work-shoes are considered Personal Protective Equipment (PPE), and must have the qualities noted in the Shoe Selection Guide, in order to be worn and reimbursed for work activities based upon trade and work duty hazards. All shoes selected must be certified by their manufacturer to meet the ANSI z41.1, ASTM F2412-05 and ASTM F2413-05.

Employees are to purchase shoe wear from the list of City vendors. However, if an employee elects to purchase his/her own shoe from another vendor, the

employee **MUST** bring specifications of the shoe for evaluation by the City's Risk Management office prior to purchase and receiving reimbursement not to exceed \$150.00. Upon verification of the ANSI requirements, the Safety Officer will approve and provide the department with the authorization for the employee.

If the shoes do not meet specifications, the request for reimbursement will be denied and returned to the employee.

The Compliance & Safety Officer for the Utility Special District (USD) will be responsible to review the shoe specifications of all USD employees to determine if the footwear meet the ANSI requirements/rating listed under shoe requirements for approved footwear. If there is a medical consideration, the request **MUST** be forwarded to Risk Management for final determination.

Employees will not be allowed to wear unauthorized shoe wear.

Protective footwear purchased shall meet the requirements of either the American Standard for Personal Protection-Protective Footwear, American National Standards Institute (ANSI) Z41-1999, or the American Society for Testing and Materials (ASTM) F2412-05, Standard Test Methods for Foot Protection and ASTM F2413-05, Standard Specification for Performance Requirements for Foot Protection.

Foot hazardous activities can be described as, but are not limited to, the following:

- i. Electrical hazards.
- ii. Hot, corrosive and poisonous substances
- iii. Falling objects (tools, valves, etc.)
- iv. Crushing or penetrating actions
- v. Abnormally wet locations
- vi. Rolling objects (pipes, material handling devices, etc.)
- vii. Sharp materials at or near floor level
- viii. Heavy debris that can be kicked (weights, stock, etc.)
- ix. Slip and fall conditions.

Section 3. The City of Riviera Beach agrees to continue the present practice of providing uniforms and periodic replacement of items to employees including a bump hat and/or safety helmet, and work gloves when requested and then only upon presentation of the work or damaged article to the foreman. Normally, this exchange shall be made the same day.

ARTICLE 22: SAFETY AND HEALTH (continued):

Section 4. In the event an employee leaves the employment of the Department or the City, the employee shall return all uniforms and safety equipment to the Department. Failure to return all issued safety equipment and uniforms, will result in the cost of same being deducted from the employee's final paycheck.

Section 5 :

- A. A schedule of hazard pay differentials, the hazardous duties for which they are payable, and the period during which they are payable is set out as appendix A to this subpart and incorporated in and made a part of this section.
- B. The City shall pay the hazard pay differential listed in appendix A of this subpart to an employee who is assigned to and performs any duty specified in appendix A of this subpart. However, hazard pay differential may not be paid to an employee when the hazardous duty has been considered in the classification of his or her position, without regard to whether the hazardous duty.
- C. The Department head may approve payment of a hazard pay differential when— (1) The actual circumstances of the specific hazard have changed from that considered and described in the position description; and (2) Using the knowledge, skills, and abilities that are described in the position description, the employee cannot control the hazard; thus, the risk is not reduced to a less than significant level.

D. For this section, the phrase ``has been considered in the classification of his or her position'' means that the duty constitutes an element considered in establishing the grade of the position- i.e., the knowledge, skills, and abilities required to perform that duty are considered in the classification of the position.

E. The Department shall maintain records on the use of the authority described in paragraph (b) of this section, including the specific hazardous duty or duty involving physical hardship; the authorized position description(s); the number of employees paid the differential; documentation of the conditions described in paragraph (B) of this section; and the annual cost to the Department for review by the City Manager, who may, suspend the hazard pay deferential.

F. Payment of hazard pay differential.

a. When an employee performs duty for which a hazard pay differential is authorized, the Department must pay the \$50 hazard pay differential in a the pay period in which the duty is performed. Hours in a pay status for work performed during a continuous period extending over 2 days must be considered to have been performed on the day on which the work began, and the allowable differential must be charged to that pay period.

G. Termination of hazard pay differential.

a. Department shall discontinue payment of hazard pay differential to an employee when- (a) One or more of the conditions requisite for such payment ceases to exist; (b) Safety precautions have reduced the element of hazard to a less than significant level of risk, consistent with generally accepted standards that may be applicable, such

as those published by the Occupational Safety and Health Administration, Department of Labor; or (c) Protective or mechanical devices have adequately alleviated physical discomfort or distress.

Relationship to additional pay payable under other statutes.

H. Hazard pay differential is in addition to any additional pay or allowances payable. It shall not be considered part of the employee's rate of basic pay in computing additional pay or allowances payable by the city.

I. All hazard pay differential will shown on the normal paycheck in the customary manner shown on the paycheck for similar or related categories of pay.

APPENDIX A

Section 6. Both parties agree to abide by and to conform to any applicable regulations enacted or adopted by Federal, State, County, or City government.

Section 7. The City will pay for initial Commercial Driver's License for current employees; but after the initial payment, the employee will be responsible for the payment of renewing the license. All new employees will be responsible for the payment of the cost of the Commercial License.

Section 8. The City and Union, for a 9 month period, from the date of contract ratification, will establish a committee composed of six (6) members, three (3) SEIU bargaining unit

ARTICLE 23: GENERAL PROVISIONS (continued):

Section 8. EXAMINATION OF PERSONNEL FILES

Employees shall have the right to examine their personnel file. Requests shall be at a reasonable time.

Section 9. All disciplinary letters and reprimands shall remain in the employee's work and personnel files. After three (3) years, if the employee has had no further infraction during that period, the infraction shall not be considered when rendering disciplinary action.

Section 10, LONGEVITY BENEFITS

Employees hired before ratification will receive a 2% longevity after every four(4) years up to the maximum of 24 years. Any employee hired after ratification shall receive longevity benefits as described below in a lump sum bonus based on the employee's hire date:

5 years	\$250
10 years	\$500
15 years	\$750
20 years	\$1,000
25 years	\$1,750

ARTICLE 26: TERM

After a majority of those bargaining unit members voting on the question of ratification and, thereafter, upon its ratification by an official resolution of the City Council ratifying the Agreement and authorizing the City Manager and the City Clerk to sign the Agreement on behalf of the City. The Agreement, upon being signed by the appropriate Union representatives (the City Manager and the City Clerk), shall become effective April 1, 2018, and shall remain in full force and effect until March 31, 2021.